

Instr: 200909250018730 09/25/2009
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Diana Marchese T20090017112
Trumbull County Recorder EPDATA BAS

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY - 8
PAT 09/05/2007 01:50:55 PM
200709050706

Image ID: 000000873218 Type: OFF
Recorded: 06/20/2007 at 11:55:40 AM
Fee Amt: \$60.00 Page 1 of 6
Columbiana County, Ohio
CRAIG BROWN County Recorder
File# 2007-00008683
BK 1562 PG 950

POA #: 1806

~~T09-12410~~
~~T07-1355~~
~~T06-1359~~

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, formerly known as Bankers Trust Company of California, N.A. and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") for many securitizations (the "Agreements" see Exhibit A attached for a listing), hereby constitutes and appoints the Servicer, Ocwen Loan Servicing LLC by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificate holders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Ocwen Loan Servicing LLC is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.

Prepared By + Return to:



Clifford A. Branham, Esq.
800 Corporate Dr. #102A
Lexington, KY 40503
NA

5/28/10 11:33:08
BK P BK 137 PG 651
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

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2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.

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10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

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The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of the Closing Date for each respective deal listed in Exhibit A.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 20th day of September.

Deutsche Bank National Trust Company, formerly known as Bankers
Trust Company of California, N.A.,
as Trustee

By: Melissa Wilman
Name: Melissa Wilman
Title: Vice President

Acknowledged and Agreed
Ocwen Loan Servicing LLC

By: _____
Name: _____
Title: _____



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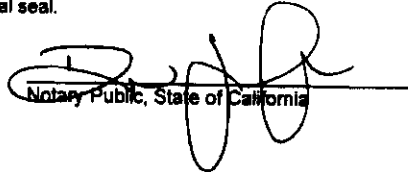
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STATE OF CALIFORNIA
COUNTY OF ORANGE

On September 20th, 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Melissa Wiman of Deutsche Bank National Trust Company, as Trustee for all securitizations listed on attached Exhibit A, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

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WITNESS my hand and official seal.
(SEAL)


Notary Public, State of California

02867.001 #92035



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Exhibit "A"

Updated as of September 12, 2006

Morgan Stanley Dean Witter Capital I Inc. Trust 2001-NC1
Morgan Stanley Dean Witter Capital I Inc. Trust 2001-NC2
CDC Mortgage Capital Trust 2001-HE1, Mortgage Pass-Through Certificates, Series 2001-HE1
Aames Mortgage Trust 2002-1 Mortgage Pass-Through Certificates, Series 2002-1
CDC Mortgage Capital Trust 2002-HE1, Mortgage Pass-Through Certificates, Series 2002-HE1
GSAMP Trust 2002-NC1 Mortgage Pass-Through Certificates, Series 2002-NC1
CDC Mortgage Capital Trust 2002-HE2 Mortgage Pass-Through Certificates, Series 2002-HE2
Morgan Stanley ABS Capital I Inc. Trust 2002-NC6, Mortgage Pass-Through Certificates, Series 2002-NC6
GSAMP Trust 2002-HE, Mortgage Pass-Through Certificates, Series 2002-HE
Morgan Stanley Dean Witter Capital I Inc. Trust 2003-NC1, Mortgage Pass-Through Certificates, Series 2003-NC1
New Century Home Equity Loan Trust, Series 2003-2, Asset Backed Pass-Through Certificates, Series 2003-2
GSAMP Trust 2003-FM1, Mortgage Pass-Through Certificates, Series 2003-FM1
CDC Mortgage Capital Trust 2003-HE2, Mortgage Pass-Through Certificates, Series 2003-HE2
GSAMP Trust 2003-HE1, Mortgage Pass-Through Certificates, Series 2003-HE1
CDC Mortgage Capital Trust 2003-HE3, Mortgage Pass-Through Certificates, Series 2003-HE3
Equifirst Mortgage Loan Trust 2003-2, Asset-Backed Certificates, Series 2003-2
CDC Mortgage Capital Trust 2003-HE4, Mortgage Pass-Through Certificates, Series 2003-HE4
Structured Asset Securities Corporation, Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-1
GSAMP Trust 2004-HE1, Mortgage Pass-Through Certificates, Series 2004-HE1
GSAMP Trust 2004-HE2, Mortgage Pass-Through Certificates, Series 2004-HE2
Equifirst Mortgage Loan Trust 2004-3, Asset-Backed Certificates, Series 2004-3
GSAMP Trust 2005-HE1, Mortgage Pass-Through Certificates, Series 2005-HE1
GSAMP Trust 2005-SD1, Mortgage Pass-Through Certificates, Series 2005-SD1
GSAMP Trust 2005-SEA1, Mortgage Pass-Through Certificates, Series 2005-SEA1
GSAMP Trust 2005-SD2, Mortgage Pass-Through Certificates, Series 2005-SD2
GSAMP Trust 2005-SEA2, Mortgage Pass-Through Certificates, Series 2005-SEA2
New Century Home Equity Loan Trust, Series 2005-B, Asset Backed Pass-Through Certificates
Meritage Mortgage Loan Trust 2005-3, Asset-Backed Certificates, Series 2005-3
GSAMP Trust 2006-SD1, Mortgage Pass-Through Certificates, Series 2006-SD1
IXIS Real Estate Capital Trust 2006-HE1, Mortgage Pass-Through Certificates, Series 2006-HE1
GSAMP Trust 2006-S4, Mortgage Pass-Through Certificates, Series 2006-S4
GSAMP Trust 2006-S2, Mortgage Pass-Through Certificates, Series 2006-S2
ResMAE Asset-Backed Pass-Through Certificates, Series 2006-1
Bravo Mortgage Asset Trust 2006-1, Bravo Mortgage Asset Backed Pass-Through Certificates, Series 2006-1
GSAMP Trust 2006-S3, Mortgage Pass-Through Certificates, Series 2006-S3
GSAMP Trust 2006-SEA1, Mortgage Pass-Through Certificates, Series 2006-SEA1



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Exhibit "A" (Continued)
Updated as of September 12, 2006

Mortgage Pass-Through Certificates, Series 2006-SD2
Mortgage Pass-Through Certificates, Series 2006-SD3
IXIS Real Estate Capital Trust 2006-HE2, Mortgage Pass-Through Certificates, Series 2006-HE2
GSAMP Trust 2006-NC2, Mortgage Pass-Through Certificates, Series 2006-NC2
GSAMP Trust 2006-S5, Mortgage Pass-Through Certificates, Series 2006-S5

DK P BK 137 PG 656



I hereby certify this document to be a true,
correct and complete copy of the record
filed in my office. Dated this 4 day
of December, 2006
By [Signature]
Deputy Clerk

MICROFILMED



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Chu: Nora Title Agency
✓ 2450 Edison Blvd
Twinsburg, OH 44084